



## **ADMINISTRATIVE COMMITTEE MEETING NOTICE/AGENDA**

Posted at [www.scdd.ca.gov](http://www.scdd.ca.gov)

**DATE:** January 22, 2014

**TIME:** 2 pm – 4 pm

**LOCATION:** State Council on Developmental Disabilities  
1507 21<sup>st</sup> Street, Suite 210  
Sacramento, CA 95811  
(916) 322-8481

### **TELECONFERENCE SITE:**

#### **Area Board 7**

2580 North First Street, Suite 240  
San Jose, CA 95131

#### **Area Board 11**

2000 E. Fourth Street, Ste. 115  
Santa Ana, CA 92705

*Pursuant to Government code Sections 11123.1 and 11125(f), individuals with disabilities who require accessible alternative formats of the agenda and related meeting materials and/or auxiliary aids/services to participate in this meeting should contact Robin Maitino at (916) 322-8481 or email [robin.maitino@scdd.ca.gov](mailto:robin.maitino@scdd.ca.gov). Requests must be received by 5:00 pm January 16, 2014.*

- |                                                      |            |   |
|------------------------------------------------------|------------|---|
| 1. <b>CALL TO ORDER</b>                              | M. KENNEDY |   |
| 2. <b>ESTABLISHMENT OF QUORUM</b>                    | M. KENNEDY |   |
| 3. <b>WELCOME/INTRODUCTIONS</b>                      | M. KENNEDY |   |
| 4. <b>APPROVAL OF NOVEMBER &amp; JANUARY MINUTES</b> | M. KENNEDY | 3 |

5. **PUBLIC COMMENTS**

*This item is for members of the public only to provide an opportunity to comments and/or present information to the Committee on matters **not** on the agenda. Each person will be afforded up to three minutes to speak. Written requests, if any, will be considered first. The Committee will provide a public comment period, not to exceed a total of seven minutes, for public comment prior to action on each agenda item.*

6.	<b>MTARS STATUS UPDATE</b>	M. KENNEDY	8
7.	<b>CONTRACT MANUAL</b>	M. KENNEDY	12
8.	<b>2014-15 BUDGET DEVELOPMENT</b>	M. KENNEDY	
9.	<b>CONFLICT OF INTEREST POLICIES</b>	M. KENNEDY	35
10.	<b>UPDATED WORKPLAN</b>	M. KENNEDY	44
11.	<b>FACILITATION SERVICES POLICY</b>	M. KENNEDY	48
12.	<b>ADJOURNMENT</b>	M. KENNEDY	

For additional information regarding this agenda, please contact Robin Maitino,  
1507 21<sup>st</sup> Street, Suite 210, Sacramento, CA 95811, (916) 322-8481

# **NOVEMBER AND JANUARY ADMINISTRATIVE MEETING MINUTES**

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## DRAFT

### Administrative Committee Meeting Minutes November 20, 2013

#### **Attending Members**

Brian Gutierrez  
David Forderer  
Molly Kennedy

#### **Members Absent**

Kris Kent  
Ray Ceragioli

#### **Others Attending**

Lynn Cach  
Melissa Corral  
Nancy Dow  
Roberta Newton

#### 1. **Call to Order**

Molly Kennedy called the meeting to order at 2:15 p.m. There was not a quorum at that time. A quorum was established at 2:35.

#### 2. **Welcome and Introductions**

Members and others introduced themselves.

#### 3. **Approval of October 2, 2013 Minutes**

Deferred due to lack of quorum.

#### 4. **Public Comments**

There were no public comments.

#### 5. **Update on Work Plan**

Molly led a review of the current work plan, highlighting items that had been completed and those that required continued work. Staff was asked to update the work plan for 2014, adding an item for policies to be developed. Staff were also asked to develop two draft 2014-15 budgets: one with actual projected costs and the other a "strategic budget" that would highlight strategies to close our current \$300,000 gap between our actual federal allocation and our Governor's budgeted spending authority.

#### 6. **DSS Administrative Support Services Update**

Roberta reported that the next meeting between SCDD, CHHS and DSS has not yet been scheduled. Molly asked that we keep this issue on the Administrative Committee agenda.

7. **Sponsorship, Conflict of Interest, and Branding Policies**

The Committee reviewed several options for a Conflict of Interest policy. There was much discussion about proposed language as the Council has wrestled with this issue for many years without resolution. Melissa suggested a framework by which we could establish an overall policy on contracts that would encompass the actual COI policy, branding, and procedures. Melissa will continue work on this project and bring a draft to the January Administrative Committee meeting. The goal is have a Contract Manual by May.

8. **Schedule Next Meeting**

The next meeting was set for January 22, 2014 at 2:00 pm.

9. **FISMA Report**

The Committee commented favorably on the FISMA report. Roberta noted her intent to also add an IT checklist section. The Executive Committee will receive it in December. Molly asked that, in addition to making a copy available in the January Council packet, a copy also be sent to each area board Executive Director so that they can become more familiar with the financial workings of the Council.

10. **Adjournment**

Molly Kennedy adjourned the meeting at 3 p.m.

## DRAFT

### Administrative Committee Meeting Minutes January 8, 2014

#### Attending Members

David Forderer  
Kris Kent  
Molly Kennedy  
Ray Ceragioli

#### Members Absent

#### Others Attending

Lynn Cach  
Melissa Corral  
Nancy Dow  
Roberta Newton  
Robin Maitino  
Wayne Glusker  
Mark Polit

1. Call to Order

Molly Kennedy called the meeting to order at 1:05 p.m.

2. Welcome and Introductions

Members and others introduced themselves.

3. Public Comments

There were no public comments.

4. MTARS Report

Molly and Roberta guided members through the MTARS Fiscal response that was submitted to AIDD on Monday, January 6, 2014. Members went through each of AIDD findings and addressed ways to respond to each finding, specifically the need for a MOU and the difference between an MOU and IA. There is still much staff and Committee work to be done before the final response goes to AIDD in February.

5. Adjournment

Molly Kennedy adjourned the meeting at 2:30 p.m. The next meeting will be held on January 22, 2014. Molly requested to have an agenda item specifically for the 2014-15 budget creation.

## DRAFT

### Administrative Committee Meeting Minutes January 8, 2014

#### **Attending Members**

David Forderer  
Kris Kent  
Molly Kennedy  
Ray Ceragioli

#### **Members Absent**

Brian Gutierrez

#### **Others Attending**

Lynn Cach  
Melissa Corral  
Nancy Dow  
Roberta Newton  
Robin Maitino  
Wayne Glusker  
Mark Polit

#### 1. **Call to Order**

Molly Kennedy called the meeting to order at 1:05 p.m.

#### 2. **Welcome and Introductions**

Members and others introduced themselves.

#### 3. **Public Comments**

There were no public comments.

#### 4. **MTARS Report**

Molly and Roberta guided members through the MTARS Fiscal response that was submitted to AIDD on Monday, January 6, 2014. Using the Work Plan developed by Molly, members went through each of AIDD findings and addressed ways to respond to each finding, specifically the need for an MOU and the difference between an MOU and Interagency Agreement. Molly asked that Roberta review the tasks identified by the Administrative Committee at tomorrow's MTARS Committee. There is still much staff and Committee work to be done before the final response goes to AIDD in February.

#### 5. **Adjournment**

Molly Kennedy adjourned the meeting at 2:30 p.m. The next meeting will be held on January 22, 2014.

# **MTARS STATUS UPDATE**



# **The Designated State Agency**

## ***Roles, responsibilities and purpose***

### **What does the Act say?**

Each State/Territory shall designate a State agency that shall, on behalf of the State, provide support to the Council. Section 125(d)(1)

### **Who can be a DSA?**

- The Council (if allowed by the laws of the State/Territory)
- A State agency that does not provide or pay for services for individuals with developmental disabilities (exception noted)
- A State office including the immediate office of the Governor or a State planning office

Reference: Section 125(d)(2)(A)(i)(ii)(iii)

The Council must be able to serve as an independent advocate for individuals with developmental disabilities and their families.

The Council should periodically determine if their independence as an advocate is assured. This is accomplished through a review of the DSA

### **What does the DSA do?**

The DSA has six core responsibilities:

- Support Services
- Fiscal Responsibilities
- Records, Access and Financial Reports
- Non-federal Share
- Assurances
- Memorandum of Understanding

Reference: Section 125(d)(3)(B-G)

## **Support services**

The DSA shall provide required assurances AND support services as requested by and negotiated with the Council.

Common examples –

- Personnel Services/Human Resource services
- Legal Services
- Contract Development Services
- IT Services
- Payroll Services
- Financial Responsibilities

The Designated State Agency receives, accounts for, and disburses funds.

The DSA provides for such fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of, and accounting for, funds.

### **Records, Access and Financial Reports**

The DSA shall provide timely financial reports at the request of the Council regarding the status of expenditures, obligations, and liquidation by the agency or the Council, and the use of Federal and non-Federal shares.

### **Non-federal share**

Non federal share can be provided in cash or in kind, fairly evaluated....

Reference: Section 126 (a)(1-3); (c)(1) (B) (3)

### **Additional info**

With the agreement of the DSA, the Council may use or contract with agencies other than the DSA to perform the functions of the DSA.

Reference: Section 125 (d) (4) (B)

## **Assurances**

Assurances are outlined in the DD Act and include:

- Use of funds
- State financial participation
- Conflict of interest
- Urban and rural poverty areas
- Program accessibility standards
- Individualized services

- Human rights
- Minority participation
- Employee protections
- Staff assignments
- Noninterference
- State quality assurance
- Other assurances

### **Memorandum of Understanding**

A memorandum of understanding (MOU) delineates the roles and responsibilities of the designated State agency

A MOU is initiated at the request of the Council

### **Use of funds**

At the request of any State, a portion of such funds provided to such State under this subtitle for any fiscal year shall be available to pay up to ½ of the expenditures found to be necessary by the Secretary for the proper and efficient exercise of the functions of the designated State agency

Note: this will be included as an administrative cost

124(5)(B)(vi)

### **Final thoughts**

The Council's relationship with the designated State agency is important.

The Council can oppose policies that a State legislature and Governor might support openly, while it is still under the state umbrella

# **CONTRACT MANUAL**



# CALIFORNIA STATE COUNCIL ON DEVELOPMENTAL DISABILITIES

## CONTRACTING POLICIES AND PROCEDURES

Adapted from the:

Demystifying Contracts Handbook

Produced by the California Department of Social Services Contracts and Financial  
Analysis Bureau

## **Table of Contents**

**Types of Contractual Agreements**

**Request for Contract Services**

**Interagency Agreement**

**Standard Agreement (Consulting)**

**Standard agreement (Subvention)**

**CMAS Agreement**

**Contract Review Process and Timeframes**

**Various Components of the Bidding Process**

**Apply Appropriate Regulations and Policies**

**Program Responsibilities After Execution of Contract**

## **TYPES OF CONTRACTUAL AGREEMENTS**

A contract is a legally binding agreement between the California Department of Social Services (CDSS) and another entity, public or private, for the provision of goods or services. A contract sets forth the terms, conditions, and the statement of all work to be performed.

Proper classification of contracts is necessary as a first step in determining which solicitation process is appropriate for the contract, and what elements are required to be in the contract. There are several types of contracts and services.

### **1. Interagency Agreement (IA)**

An interagency agreement is an agreement between two or more state agencies.

Examples include: An IA between SCDD and the Department of Developmental Services (DDS) to provide quality assurance activities.

### **2. Consultant Services**

Defined as a contract for services of an advisory nature, which provides a recommended course of action or personal expertise. The contract calls for a "product of the mind" rather than the rendition of mechanical or physical skills. A "product of the mind" may include anything from answers to specific questions to the design of a system or plan.

Examples of consultant services contracts include: Legal services, expert witness services, training and technical assistance, strategic planning, etc.

### **3. Services Contract (Non-Consulting)**

A services contract is a contract in which the contractor provides a duty or labor, of a non-consulting nature, and is usually a rendition of mechanical or physical skills.

For example: janitorial services, moving services, shredding services, and printing services.

### **4. Subvention Services**

To be classified as a subvention services contract, the contract must:

a) provide assistance to local governments and/or aid to the public; and b) directly or through an intermediary, such as a nonprofit organization. Subvention services contracts are exempt from the competitive bidding requirements.

Examples: A contract with California Youth Connection to provide technical and outreach services to foster youth; a contract with the San Diego State University Foundation to provide training to social workers on child welfare services.

***NOTE: The Department of General Services (DGS) has determined that grants provided by the SCDD do not qualify under the subvention agreement contract exception.***

**5. Public Works**

An agreement for the erection, construction, alteration, repair, or improvement of any state-owned structure, building, road, or other state improvement of any kind.

Examples include: Electrical/cabling services and assembling modular furniture in State offices.

**6. Information Technology (IT) Services**

Services performed directly on or pertaining to electronic technology and telecommunications hardware, firmware, and software including but not limited to computerized and auxiliary automated information handling, system design and analysis, data conversion, computer programming, information storage and retrieval, voice, video, data communications, requisite system controls, simulation, electronic commerce, maintenance and repair, software licensing and support, training, and all related interactions between people and machines. Also included are services of an advisory nature requiring a recommended course of action or personal expertise as it pertains to an information technology project and information technology support functions.

SCDD has competitive purchasing authority to conduct bids for IT Services up to \$4,999.99. We also have purchasing authority to utilize the California Multiple Award Schedules (CMAs) and Master Agreements/Master Service Agreements.

**7. California Multiple Award Schedule (CMAS) Contracts**

The CMAS Program was established in May 1994 to enable State Agencies and local governments to obtain IT (and a limited number of non-IT services) without the need for DGS to issue a specific bid. The objective of the CMAS Program is to streamline purchases of goods and services by removing repetitive, resource intensive, costly and time consuming bid processes. CMAS vendors are approved by DGS, along with a description of the specific services and the maximum rates allowable for the services. Vendors interested in working with the State must apply directly to DGS. In order to obtain services from an authorized CMAS vendor, SCDD issues a request for offer (RFO), which results in a CMAS contract.



## **8. Memorandum of Understanding (MOU)**

The DGS State Contracting Manual defines a memorandum of understanding as "a contract". For SCDD, the MOU usually does not contain dollars or fiscal provisions. The primary purpose of the MOU is to delineate the roles and responsibilities of the parties. Reimbursement for services are from other established sources such as the county administrative claim.

For example, each SCDD local office with a developmental center in its area has an MOU with that developmental center that outlines their individual roles and responsibilities. The fiscal provisions are outlined in the IA between the SCDD and DDS.

## **REQUEST FOR CONTRACT SERVICES**

### ***Complete a form 704 - (GEN 704)***

A completed form 704 must be submitted to the Deputy Director for Administration.

The GEN 704 consists of three pages.

1. Include the name of the contact person, telephone number, fax number and office number.
2. Indicate the type of request: Is the request for a Procurement/Bid such as a Solicitation for Offer (SFO), Master Service Agreement (MSA), Invitation for Bid (IFB), Request for Proposal (RFP)? Is the request for a contract such as an interagency agreement (IA), standard agreement (SA), CA Multiple Award Schedule (CMAS), memorandum of understanding (MOU), direct pay, or other?

If the request for the contract is to confirm the result of a bid or solicitation, please check the box after "Contracts" and specify the bid/solicitation number.

Fill out the name of the proposed contractor in the contractor information box. Always use the legal name of the contractor. If you know whether or not the contractor is a certified small business or disabled veteran business enterprise, please indicate by checking the yes or no box.

3. Is this an amendment or renewal to an existing service or contract?

If yes, enter the previous contract number and contractor name. If this is an amendment, the contract number to ensure that the right contract file is pulled to verify the contract term and amount prior to writing the amendment.

If this is a renewal to an existing service or contract, please enter the prior contract number to pull the former contract file to help draft the scope of work (SOW).

4. "Contract Term": Enter the proposed start date and ending date of the service period. You will be contacted and told if the proposed term is not realistic or attainable. For example, if the bidding process requires two months and there is only two weeks between the receipt of GEN 704 and the proposed start date.

If the request is to amend the term, enter the original start date and the revised or proposed end date, not the original end date. If the request is for amendments to revise the funding or scope of work and the term is not affected, enter the original end date.

Amendment effective date: Enter the date for which the change (in scope, increase or decrease in the amount of funding, hourly rate, etc.) is to take place. Provide us with your best estimate. The only rule here is that if you are extending the term, the effective date must be prior to the expiration of the original term, i.e., you want to extend the contract for 12 months, from June 30, 2013 through June 30, 2014. The effective date of amendment can be no later than June 30, 2013. If you have multiple actions like amending the term and increasing the funds, the effective date would be the earliest date in which an action takes place. If the contract ran out of money in March, the amendment date would be March and not June to extend the term.

5. Purpose/necessity of contract/amendment (concise description): Provide a brief and concise description of the contract service, e.g., provide development training and quality improvement services to persons with developmental disabilities. Attach the scope of work and budget detail (more information on SOW and budget after we get through the instructions on how to complete the GEN 704). Check the box on whether the service is mandated or not and provide the authority/legislative act. (More information on justification of services in Page 2). Enter the Index Code, PCA, object code (if known).

Funding, etc: Identify whether the funds are State, Federal, or both, and the percentage of each. Check Support or Local Assistance; whether the agreement is a payable or receivable contract or N/A (if an MOU); give us the amount of funds available by each state fiscal year and identify the funding source (budget/redirect, etc.)

6. Required Approvals and Signatures: The following signatures are currently required: Deputy Director for Local Area Offices (if applicable), Deputy Director for Administration and Executive Director.
7. Page 2: Required Justification For Contract Services

Check box on whether the service is mandated or not and provide the authority or legislation.

#1, Briefly describe the services to be provided.

#2, Describe why the services are critical or essential to the Department's mission and goals; Describe expected results or benefits to be achieved.

#3, Describe the consequences if this request for contract is denied.

#4, Describe possible alternatives to contracting.

#5, Describe why services cannot be performed by civil service employees, per Government Code 19130.

The State Constitution generally requires contracting to be limited to those services that cannot be performed by civil service employees except provided for in GC 19130 (a) and (b).

GC 19130(a) allows contracting out of services if the Department can clearly demonstrate that the proposed contract will result in actual overall cost savings to the State.

#### Standards for use of Personal Service Contracts

A "Personal Service contract" is defined as any contract, requisition, Purchase Order, etc. (except Public Works contracts), under which labor or personal services is a significant, separately identifiable element. The business or person performing these contractual services must be an Independent Contractor and does not have status as an employee of the State. A "cost savings-based Personal Service Contract" is any Personal Service Contract proposed to achieve cost savings and subject to the provisions of Government Code, Section 19130(a).

Before deciding to contract for personal services, as a requestor or initiator of a contract, you must meet one of the following criteria and provide justification to support the selection:

1. 19130(a) Personal services contracting is permissible to achieve cost savings when specific conditions are met. This would require an 11-Point Analysis as required by law for State Personnel Board approval and union review. (This may add an additional 30 - 60 days to the contract process.);

OR

2. 19130(b): Personal services contracting also shall be permissible when any of the following conditions can be met:
  - A.** The functions contracted are exempted from civil service by Section 4 of Article VII of the California Constitution, which describes exempt appointments.
  - B.** The contract is for a new state function and the Legislature has specifically mandated or authorized the performance of the work by Independent Contractors.
  - C.** The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical

nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

**D.** The services are incidental to a contract for the purchase or leases of real or personal property. Contracts under this criterion, known as service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

**E.** The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. Contracts are permissible under this criterion to protect against a conflict of interests or to insure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

**F.** The nature of the work is such that the Government Code standards for emergency appointments apply. These contracts shall conform with Article 8 (commencing with Section 19888) of Chapter 2.5 or Part 2.6.

**G.** State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.

**H.** The Contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location where the services are to be performed.

**I.** The Contractor will conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment.

**J.** The services are of such of an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil services would frustrate their very purpose.

\*\*\*Justification Detail Required (Please explain why the above condition applies)

### ***What to Include in a Scope of Work (SOW)***

According to the standard contracting format established by DGS, the SOW is specified as Exhibit A in the majority of state contracts. The SOW is a description of the services and work to be performed.

It can be as brief as a paragraph or two, or as lengthy as a book, depending on the type of services and the level of understanding and agreement.

At a minimum and if applicable, the SOW should address the following:

1. Work specifications, requirements
2. Detailed work plan
3. Personnel, staffing
4. Objectives, major task
5. Results, deliverables
6. Timelines, progress reports
7. Evaluation and acceptance criteria

The Scope of Work should contain a clear, precise description of the work to be performed, services to be provided, problem to be solved, or the goals and objectives to be met as follows:

- Describe in realistic terms what the Contractor is to accomplish, including any desired approach to the problem and the specific functions, tasks, or activities that must be performed.
- Identify any practical and policy information, technological requirements or specifications, and legal limitations if any.
- Identify the specific questions to be answered or issues to be addressed.
- Define the manner in which the work is to be done.
- Describe the items to be delivered.
- Specify time schedules, including dates for commencement of performance and submission of progress reports, if any, and date of completion.
- Specify final meeting requirements between Contractor and CDSS when the contractor is to present his/her findings, conclusions, and recommendations (if applicable)
- Specify the format and number of copies to be made of the completed reports or product.
- Describe method of delivery and evaluation criteria for acceptance of service or product.

### ***What to Include in a Budget***

The budget format will differ according to the type of contract. The standard budget formats are:

- Lump sum payment upon completion, delivery, and acceptance of service.

- Deliverable-based, i.e., Upon completion of each training session at the contracted rate of \$5,000 per session.
- Monthly reimbursement of services, i.e., \$600 per month for janitorial services or \$50 per month for security alarm maintenance.
- Identification of the consultant(s), classification level and hourly rate of pay, up to the maximum amount of the contract or maximum number of hours within the contract period.
- Detailed line item budget showing personnel detail (names, job titles, monthly rate, percentage of time charged to the contract and employee benefits); operating and equipment expenses (rent, telephone, supplies, etc.) and indirect cost. Detailed line item budgets must include a narrative describing each line item.

\*\*\*See Attachment 1 for SAMPLE contract agreement

### **CONTRACT REVIEW PROCESS and TIMEFRAMES**

Upon completion of a GEN 704, Request for Contract Services, the following actions take place:

1. Preliminary Review by Deputy Director for Local Area Offices – (5 to 10 working days)  
Deputy shall review all proposed solicitation documents and timelines for compliance with State Contracting Manual. Once the review is complete, the Deputy of LAO signs and forwards the proposed contract to the Deputy Director of Administration for secondary review.
2. The Deputy of Administration will review all financial documents and assure compliance with State Administration Manual and Department of Finance protocols. Once the review is complete, the Deputy for Administration signs and includes the completed contract packet for review and approval at the next Administrative Committee or Program Development Committee (as appropriate.) The Chairperson of appropriate committee shall sign and certify that a full review and action has been taken to approve the contract.
3. The Deputy for Administration submits the complete solicitation package and approvals to full Council for review and final approval.
4. Once the solicitation package is approved by the full Council, advertising and/or bidding process may commence in accordance with the outlined process below depending on type of contract.

Please note: Contracts Analyst does not start writing the contract until full Council approval is obtained.

5. If the scope of work (SOW) and budget information are provided with the GEN 704, the Contracts Analyst will write the contract (5 to 10 working days)  
If the SOW and budget information are insufficient, the Contracts Analyst will contact the submitter for additional information.

6. A draft of the contract is sent to the following for concurrent review. The specific reviews are determined by the type of service and amount of funds. (5 to 20 working days)
  - Budget Officer (only contracts containing more than \$20,000 per fiscal year).
  - Budget Officer signs the "Agreement/Summary" (STD215) and attaches funding information on the form
  - Legal Counsel
7. Contract is finalized and sent to Contractor for signature (3 to 10 working days)
8. Contract is signed and returned to SCDD (10 to 20 working days)
9. Once the Contractor's signature has been obtained, the contract is prepared for SCDD Executive Director signature. (3 to 10 working days)
10. If Department of General Services (DGS) review is not required, the contract is fully executed upon CDSS signature. Copies of the executed contract are distributed by the Contracts Analyst.

The following contracts require DGS review and approval: (add 5 to 10 working days)

- Standard Agreements and Interagency Agreements for \$50,000 and above
  - Contracts that limit the contractor's liabilities or require the State to indemnify or to hold the contractor harmless.
  - Contracts that provide for advance payment for services.
  - Any contract containing hazardous activities that may result in substantial risk of serious injury to persons or damage to property, such as transporting of persons by any mode of transportation (also requires automobile and public liability insurance)
11. Upon receipt of the approved contract from DGS, the Contracts Analyst notifies Program and Contractor of execution by sending out copies of the executed contract. (2 to 5 working days)



## **VARIOUS COMPONENTS OF THE BIDDING PROCESS**

### ***A. Types of Bidding Processes***

The most frequently used types of bidding process in SCDD are the Request for Proposals (RFP) Primary and RFP Secondary and Master Agreements. However, other processes may be used as follows:

#### **1. Request for Proposals (RFP)**

The RFP is used to obtain complex services in which professional expertise is needed and bidders may utilize different methods and approaches during performance. Services may be complex, uncommon and/or unique.

An RFP seeks an answer to the following: "Here is what we wish to accomplish. Here are the qualification requirements, performance specifications, time frames, and other requirements that must be met. Describe how you would accomplish the job for us and for how much."

There are two types of RFPs:

RFP Primary and RFP Secondary - The major difference between the two is the way in which the winner is determined. In the RFP Primary, the contract is awarded to the responsible bidder with the lowest costs. In the RFP Secondary, the contract is awarded to the responsible bidder with the highest scored proposal.

##### **a. RFP Primary**

Bidders responding to the RFP Primary must submit their information in two envelopes. The written proposal describing the services and how they will be delivered will be placed in one envelope and the costs for providing the services must be sealed in a separate envelope. The sealed bids will be publicly opened at a later date.

Upon receipt of proposals, the Contracts Analyst will conduct an administrative review to determine if the proposals conform with the format and content requirements specified in the RFP, such as a table of contents, the correct number

of copies, a signed Statement of Intent to Meet RFP Requirements, etc. The Contracts Analyst will also check that the costs information is sealed in a separate envelope. Failure to meet administrative requirements will deem the proposal to be nonresponsive to RFP requirements and disqualified for further consideration.

Proposals meeting administrative requirements are given to the Evaluation Committee for scoring. The Program Development Committee or Administrative Committee, as appropriate, shall serve as the Evaluation Committee in accordance with these policies. The Evaluation Committee will compare the proposals and bidders for conformance to RFP requirements such as minimum experience, professional qualifications, organizational structure, staffing and expertise, service methodology, timeframes, etc., and assign a score for each category. As stated in the RFP, proposals must obtain a minimum score, usually 80 percent, from the Evaluation Committee in order to qualify for the bid opening. All proposals with a score of 80 percent or higher will have their sealed bid publicly opened at the time and place specified in the RFP. The responsible bidder with the lowest costs will be awarded the contract, regardless of the score given by the Evaluation Committee on the proposal.

b. RFP Secondary

The RFP Secondary asks Bidders to submit all their information in one package. There is no need for a separate envelope shielding the costs information since there is no public bid opening.

The Contracts Analyst conducts an administrative review of all proposals received for responsiveness to RFP format and content requirements and gives them to the Evaluation Committee. The Evaluation Committee shall be the Program Developmental Committee or the Administrative Committee, as appropriate. The Evaluation Committee will compare the proposals and bidders for conformance to other RFP requirements such as minimum experience, professional qualifications, organizational structure, staffing and expertise, service methodology, timeframes, etc., and assign a score to each category. The costs for services are also scored in accordance with the formula specified in the RFP. Upon completion of the evaluation process, the contract is awarded to the bidder with the highest scored proposal.

## 2. Solicitation for Offers (SFO)

The SFO is used to obtain services off the California Multiple Award Schedules (CMAS). CMAS vendors have been preapproved by the Procurement Division of the Department of General Services and may be utilized by state agencies without formal bids. For vendor listings, see: [www.pd.dgs.ca.gov](http://www.pd.dgs.ca.gov)

SCDD may issue a SFO that specifies the minimum service requirements and what information the CMAS vendor must provide for consideration of contract award. Typically, the CMAS vendor submits a narrative describing their qualifications, what services they will provide, along with the personnel and corresponding hourly rates.

For SFO's, the award is determined by "best value". Depending on the specific service being requested, "best value" can be defined as either lowest price or highest scored offer received. The decision must be clearly identified in the SFO.

## 3. Invitation for Bids (IFB)

The IFB is typically used to obtain simple, common, or routine services that may require personal or mechanical skills. An IFB seeks an answer to the following: "Here is exactly what we need to have done. Here are the qualification requirements, performance specifications, time frames, and requirements that must be met. How much will you charge us?"

Examples of services utilizing the IFB process are janitorial and moving services.

The bidder specifies the costs for the requested services on the Bid Form, which is included in the IFB. Bidder signs and returns the Bid Form to Contracts Analyst in a sealed envelope by the due date stated in the IFB. Sealed bids are then publicly opened on the due date and a pass or fail determination is made by the Contracts Analyst for responsiveness to IFB requirements. For example, if the IFB specifies a minimum number of years experience providing a particular service, the bidder must have that experience in order to qualify for the bid opening. The award is then made to the responsible bidder with the lowest costs.

## 4. Master Agreements

Master Agreements (also referred to as Master Service Agreements) are generally Statewide agreements that have been competitively bid and awarded by DGS. Master Agreements may be for IT Services and Non-IT

Services. Each Master Agreement has its own ordering instructions and administrative fee (usually 1 to 2%). Additional information is available on the Department of General Services, Procurement Division website at [www.pd.dgs.ca.gov/masters/](http://www.pd.dgs.ca.gov/masters/).

Examples of services available under Master Agreements include unarmed security guards and business and management consulting services such as organization development, strategic planning, and performance measurements and evaluation.

**B. Fundamental Rules for Competitive Bids**

1. A State Agency may not draft any competitive bidding document in a manner that limits bidding directly or indirectly to any one bidder. (Public Contract Code Section 10339)
2. Services may not be split to avoid the need to advertise or obtain competitive bids. In particular, a series of related services that would normally be combined and bid as one job cannot be split into separate tasks, steps, phases, locations, or delivery times to avoid adhering to a state law, policy, or departmental procedure.
3. Sealed bids (and proposals, etc.) must be received by the time stated in the solicitation document. Bids received after the due date and time are not valid regardless of the circumstances causing the late submittal. If you receive a package requested by a solicitation document, please get it to the Contracts Analyst immediately.

**C. Noncompetitively Bid (NCB) Contract**

1. A noncompetitively bid contract is defined as one in which only a single business enterprise is afforded the opportunity to provide the specified services and the typical solicitation processes were not utilized. NCB Transactions of \$5,000 or more must be approved by the Executive Director, the full Council and, the Procurement Division of the Department of General Services (DGS). These approvals must be formally obtained and provided in writing before the contract is developed. For services under \$5,000, no NCB justification is required if fair and reasonable pricing has been established and documented. An NCB justification is required if fair and reasonable pricing cannot be established and documented or two bids cannot be obtained.
2. Approvals for an NCB contract transaction require the following documents:
  - Noncompetitively Bid Contract Justification (three page document from DGS), and
  - Request for Exemption from Advertising (form STD. 821).

3. At a minimum, the following questions must be addressed in the documents specified in #2 above:
- Why is the requested service restricted to one supplier? Explain why the acquisition was not competitively bid.
  - Provide the background of events leading to this acquisition. Describe the uniqueness of the acquisition (why was the good/service/supplier or contractor chosen?)
  - What are the consequences of not purchasing the good/service or contracting with the proposed supplier?
  - What market research was conducted to substantiate noncompetition, including evaluation of other items considered?
  - How was the price offered or costs for services determined to be fair and reasonable? Describe any cost savings realized or costs avoided by acquiring goods/services from this supplier.
  - If the NCB request could have been competitively bid but was not due to insufficient time to complete the acquisition process, DGS requires a corrective action plan from the SCDD describing how competitive bids and processing of contracts will be managed.

## **APPLY APPROPRIATE REGULATIONS AND POLICIES**

Disabled Veteran Business Enterprise (DVBE) and Small Business (SB) and Microbusiness (MB) Participation Programs

There are two business enterprise participation programs with which we must interact: Disabled Veteran Business Enterprise (DVBE)

and Small Business (SB) and Microbusiness (MB) Enterprise. State agencies are measured on how well they achieve the mandated goals.

### **1. DVBE Program**

The State of California established the DVBE Participation Program as one way to acknowledge disabled veterans for their service. The intent of the program is to further DVBE participation in State contracting by establishing a DVBE participation goal of at least 3% to ensure a portion of the state's overall annual contract dollars are awarded to certified DVBEs. For more information on the DVBE Program, visit the Internet site at <http://www.pd.dgs.ca.gov/dvbe>

Every year, State agencies are required to submit a report to the Department of General Services on the total dollar amount of purchases and contract awards to businesses and the portion of those awards given to certified DVBEs.

### **2. Small Business (SB) and Microbusiness (MB) Program**

Through the enactment of the Small Business Procurement and Contract Act, a fair portion of the total State purchases, contracts, and subcontracts for commodities and services must be placed with certified small businesses or microbusinesses.

State Agencies have a SB/MB participation goal of 25 percent of the total dollar amount expended annually on purchase and contract awards.

A certified small business or microbusiness or a non-small business who subcontracts with a certified SB/MB firm is entitled to claim a five percent preference in bidding on procurements of goods or services. The five percent preference is used only for computation of the bid amount to determine the winning bidder and does not alter the actual amount of its bid.

## **PROGRAM RESPONSIBILITIES AFTER CONTRACT EXECUTION**

The Contract Manager is the authorized SCDD representative (within the Program initiating the contract request) responsible for administering the contract and monitoring the Contractor's performance and includes the following responsibilities:

### **A. *Typical responsibilities***

1. After contract is executed, notify Contractor to begin work.
2. Monitor progress of work to ensure that services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract; e.g., review progress reports and interim products.
3. Ensure that all work is completed and accepted before the contract expires.
4. Review invoices to substantiate expenditures for work performed prior to approving them. Ensure the invoice contains the contract number, index and PCA codes and is forwarded for payment in a timely manner.
5. Ensure that there are sufficient funds to pay for all services rendered as required by contract. Also ensure that funds are available if there is a change in the funding source specified in the contract.
6. Identify low spending levels and consider partial disencumbrance and reassignment of funds.
7. Notify appropriate SCDD personnel of equipment purchase, if applicable, and ensure property is tagged and inventoried before approving cost reimbursement.
8. Monitor use of Disabled Veteran Business Enterprises (DVBE) subcontractors to ensure attainment of approved contract participation goals.
9. Verify that the Contractor has fulfilled all requirements of the contract before approving the final invoice. The final invoice must include the statement "Final Billing".
10. Invoices must be received by SCDD within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first.

11. Only for consulting services contracts of \$5,000 or more, complete the Contractor Evaluation form (STD.4) within 60 days of expiration of term.
12. Contact the Contracts Analyst for assistance with contract problems.

**B. *Contract Manager "Don'ts"***

The Contract Manager is not authorized to take the following actions:

1. Do not instruct the Contractor to start work before the contract is executed and approved.
2. Do not informally change the description or scope of work of the contract without an amendment.
3. Do not direct Contractor to do work that is not specifically described in the contract.
4. Do not sign any Contractor's contract form (their version of an agreement).
5. Do not approve payment to Contractor for any work not performed or performed unsatisfactorily.
6. Do not extend the time period of the contract without an amendment.
7. Do not allow Contractor to incur costs over the amount set in the contract.

**C. *Retention of Contract Records***

All contracts involving expenditures of public funds in excess of \$10,000 contain a provision that the contract is subject to the examination and audit of the awarding department or its delegate or the State Auditor for a period of three years after final payment under the agreement. Federally funded contracts have a record retention period of up to five years. When a contract audit is in dispute or litigation, the record retention period is extended.

**D. *Record Keeping***

1. Label a file folder for each contract administered and include the following:
  - a. A log sheet to record any activities related to the contract. Each time you speak with anyone about the contract, make a note of the date of the discussion, and the subject matter discussed.



- b. A file guide labeled "Invoices." Retain a copy of all invoices in this file guide.
  - c. A copy of the executed contract and other pertinent documentation, such as a copy of the original contract request and any correspondence related to the contract or contractor.
- 2. Prepare a spreadsheet of expenditures showing the contract amount encumbered and the deduction for each invoice as it is approved for payment.
- 3. Document the notification to the Contractor of the start date. Work cannot begin before contract execution and the effective date of the contract. Although initial notification to start work may be verbal, it should also be documented in writing and a copy placed in the file. This practice protects the agency and the Contract Manager in the event of legal problems or an audit.
- 4. Monitor and document the performance and nonperformance of contract services in the contract file. If problems are encountered during the contract term, they should be fully documented. Letters to contractors should outline any problems related to substandard or nonperformance. If applicable, use contract specifications verbatim in the letters so that there is no doubt about the services covered in the contract. All letters about nonperformance should be sent by certified mail with copies to all concerned parties. A copy of the letter should be sent to the appropriate payment unit to eliminate the possibility of erroneous invoice payment.

**E. *Oversee the completion of the contract***

To finalize or complete the contract process, contact Contractor to determine whether all invoices have been received. After the expiration of the contract, disencumber any remaining funds by notifying the appropriate payment unit at CDSS and the Contracts Analyst of the amount to be disencumbered. A copy should be retained in the contract file. Please note that if the term has not expired and the contract is still in force, any reduction of funds must be made by contract amendment.

**F. *Terminate and/or Disencumber a Contract***

1. A contract may be terminated prior to the end (expiration date) of the term by sending a letter to the Contractor at least 30 days in advance of the effective date of termination.

All contracts contain a provision that permits SCDD to terminate the contract without cause provided adequate notice is given. The termination letter should be signed by the Executive Director and sent to the Contractor by certified mail. Upon release of the termination letter, Contract Manager will send a notice to the requesting program, CDSS Budget Bureau informing them of the termination and to request disencumbrance of funds. No amendment is necessary for terminating contracts.

2. If a contract has already expired, program should send a memo to CDSS Budget Bureau to request the disencumbrance of funds by identifying the contract number and the amount of funds to be disencumbered. The effective date for disencumbrance is the contract expiration date. No amendment is required.

#### G. Contractor Evaluation

Any consultant services contract of \$5,000 or more requires completion of a Contract/Contractor Evaluation (STD.4) within 60 days after completion of a contract. When a negative finding is made, the Contracts will forward a copy to the Department of General Services and the Contractor within five days of completion of the evaluation.

Contract/Contractor Evaluation forms are not public documents and should not be kept in the contract file.

# **CONFLICT OF INTEREST POLICIES**



## **CONFLICT OF INTEREST POLICY**

### **Community Program Development Grants (CPDG) and Sponsorships**

In accordance with Section 15001 in Title 42 of the United States Code and California Welfare and Institutions Code Section 4520, the California State Council on Developmental Disabilities (Council) is established as an independent state agency by both federal and State law. The Council ensures that individuals with developmental disabilities and their families participate in the planning and development of the services they need which promote independence, productivity, inclusion and self-determination.

Moreover, because of the vast size, complexity and diversity of the State of California, local area advisory boards were established to ensure the direct involvement of local individuals familiar with the structure and operation of services and programs for persons with disabilities in their communities.

To that end, the Council provides funding to public and private entities and agencies, in accordance with all applicable federal and state laws, to assist in the development of innovative services for persons with disabilities. This funding is mainly distributed by means of CPGD and sponsorships.

The interests of Council members and area board members (collectively described as Members) and Council employees (employees) will inevitably involve them in organizations, causes and other endeavors which may create an actual or perceived conflict with the CPGD and Sponsorship processes. It would be a disadvantage to the Council to deprive it of the involvement of interested colleagues, but their participation in Council decision making cannot violate current law nor impair the fairness and integrity of the grant process.

### **CONFLICTS OF INTEREST**

Welfare and Institutions Code Sections 4525 and 4546(g)(1) specifically prohibit employees and/or board members of state, local and other private entities from serving on the area advisory board or Council if the entity serves persons with developmental disabilities and the service is funded in whole or in part with state funds. However, exceptions are made for: 1) parents or relatives who receive public funds expressly for the purposes of providing direct services to their child, 2) persons with developmental disabilities who receive employment services through a provider receiving state or federal funds and, 3) members who sit on both the area advisory board or Council.

Based on the vast size of California, the need for geographical diversity, and local involvement in State plan activities, the California Legislature determined that one member of each local area advisory board also sit as a member of the Council. Therefore, this dual capacity has been deemed a non-incompatible and non-conflictive role by law.

Additionally, conflict of interest situations include but are not limited to the following: 1) Members and/or their immediate relatives being employed by, doing business with or receiving anything of value from applicant organizations, 2) Members and/or their immediate relatives serving as board members of applicant organizations, 3) Council employees and/or their immediate family members being employed by, doing business with (other than Council business), or receiving anything of value from applicant organizations and, 4) Council employees serving as board members of applicant organizations.

### **POLICY**

In order to address actual, potential and perceived conflicts of interest in accordance with Public Contract Code 10410 *et seq.*, Government Code Section 19990 *et seq.* and, the SCDD's Policy and Statement of Incompatible Activities, the Council adopts the following conflict of interest policy to ensure the integrity and fairness in the conduct of all of its funding activities:

#### **Members**

1. In accordance with Public Contract Code 10410, no Member may apply for Council funds if the Member will receive compensation from such funding. This includes, but is not limited to, situations where Members are employees of applicant organizations and stand to receive compensation from such and will be funded through the CPDG or Sponsorship process.
2. In situations where a Member is employed by an applicant organization but **will not** receive direct compensation from such funding, there is a potential conflict of interest that must be disclosed in accordance with Government Code Section 87105 as follows:
  - a) The Member shall disclose the conflict prior to making any related grant decisions.
  - b) The Member must publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public.
  - c) Recuse himself or herself from discussing and voting on the matter.
  - d) Leave the room until after the discussion, vote, and any other disposition on the matter is conducted.
  - e) The Member may speak on the issue during the time that the general public speaks on the issue.

This disclosure shall be made a part of the public meeting minutes in accordance with the Bagley-Keene Public Meeting Act (Government Code Section 11120 *et seq.*).

3. In situations where a Members' immediate relative is an employee of an applicant organization, the Member must determine if it is reasonably foreseeable that a decision will have a financial effect on the Member or their immediate relative. A financial effect includes increasing or decreasing the personal expenses, income, assets, or liabilities of the Member or the Members' immediate relative (2 CCR 18703.) If so, the Member has a conflict of interest that must be disclosed in accordance with the procedure in section 2 (a) – (e) above.

### ***Board Members of Applicant Organizations***

4. In situations where the Member is also a board member of the applicant organization and/or a Member's immediate relative is a board member of the applicant organization, the Member must follow the procedure in Section 2(a) above.

This disclosure shall be made a part of the public meeting minutes in accordance with the Bagley-Keene Act Public Meeting Act (Government Code Section 11120 *et seq.*).

### ***Council Employees***

5. No employee may receive any form of compensation from applicant organizations in accordance with Public Contract Code 10410.
6. If employee's immediate relative is an employee of an applicant organization, the employee must determine if it is reasonably foreseeable that a decision will have a financial effect on the employee or their immediate relative. A financial effect includes increasing or decreasing the personal expenses, income, assets, or liabilities of the employee or the employee's immediate relative (2 CCR 18703.) If so, the employee has a conflict of interest that must be disclosed in accordance with the process set forth in 2(a) - (e) above.

### ***Other Situations***

In all other situations where there may be a conflict, it is required that the Member or employee disclose the possible conflict to Council Legal staff in order to have an analysis on the matter. Should it be determined that a conflict does exist, any Member involved shall abstain from voting and shall not participate in any discussion involving the funding. This disclosure shall be made a part of the public meeting minutes in accordance with the Bagley-Keene Act.

If an employee conflict is identified, additional advice may be procured from the Fair Political Practices Commission (FPPC.)

**DATE: SEPTEMBER 2011**  
**Modified on December 10, 2013 by Executive Committee**

**TO: SCDD STAFF, COUNCIL AND LOCAL AREA MEMBERS**

**FROM: STATE COUNCIL ON DEVELOPMENTAL DISABILITIES**

**RE: REGIONAL CENTER REQUESTS FOR WAIVER OF CONFLICT OF INTEREST CRITERIA PROCEDURE**

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The purpose of these procedures is to establish consistent evaluation criteria and process of requests for waivers in accordance with Welfare and Institutions Code Sections 4622 *et seq.* and Title 17 Section 54520. These procedures shall be used by the California State Council on Developmental Disabilities (Council) and local area boards.

\*These procedures may be revised in accordance with regulatory changes.

#### **WAIVER OF CONFLICT OF INTEREST EVALUATION PROCESS**

If there is good reason that a RC is unable to meet all of the criteria for their board, the director of DDS may waive the criteria for a period of time, not to exceed one year, with the approval of the appropriate area board and the Council in accordance with WIC 4628.

The Council/area board procedure for evaluating requests for waiver shall be:

1. When area board receives a request for a waiver, it shall be scheduled for discussion and action during the next available area board meeting.
2. When evaluating a request for waiver for a regional center board member, the area board shall discuss and analyze the following:
  - a. Does the RC have and utilize a public board member recruitment process? If not, what recruitment efforts were implemented with respect to the board member in question?
  - b. What specific criteria are involved in the request? Is the individual prohibited from serving based on the statute (C. 1-4 above) or regulation (C. 5-7 above) or both?

- c. Does the proposed mitigation plan effectively address avoidance of the identified conflict of interest?
  - d. What impact will the approval/denial of the waiver have on the RC board?
  - e. Has the RC requested a waiver on behalf of the same individual before? If so, how long ago?
3. When evaluating a request for waiver for a regional center employee, the area board shall discuss and analyze the following:
- a. Does the proposed mitigation plan effectively address avoidance of the identified conflict of interest? If not, can the area board suggest alternatives?

**AND**

- b. Before any action is taken on a waiver request by a regional center employee is made, the area board **must** contact staff counsel at SCDD HQ.
4. Upon evaluating the request, the area board shall take action to approve/deny the waiver request unless additional information is requested from RC.
5. Within 5 business days of taking action, the area board shall forward their analyses and action to the Council.
6. The Council shall schedule a discussion and action for the next available regular Council meeting. During the discussion, the Council shall review the area board analyses. The Council shall take action to approve/deny the waiver unless further information is requested from the area board.
7. The Council shall submit their action to DDS within 5 business days.



## **REFERENCE STATUTORY AND REGULATORY BACKGROUND**

### **A. Regional Center Conflict of Interest Policy**

The establishment and implementation of a conflict of interest policy and reporting process for regional centers (RC) is intended to minimize, if not eliminate, the occurrence of conflicts of interest in certain settings. This seeks to ensure that the RC board members act in the course of their duties solely in the best interest of the consumers and their families without regard to the interest of any other organization with which they are associated.

Each RC shall submit a conflict-of-interest policy to the Department of Developmental Services (DDS) by July 1, 2011, and shall post the policy on its Internet Web site by August 1, 2011. The policy shall do, or comply with, all of the following:

1. Be consistent with applicable law.
2. Define conflicts of interest.
3. Identify positions within the regional center required to complete and file a conflict-of-interest statement.
4. Facilitate disclosure of information to identify conflicts of interest.
5. Require candidates for nomination, election, or appointment to a RC board, and applicants for RC director to disclose any potential or present conflicts of interest prior to being appointed, elected, or confirmed for hire by the RC or RC governing board.
6. Require the RC and its governing board to regularly and consistently monitor and enforce compliance with its conflict-of-interest policy.

### **B. Conflict of Interest Reporting**

Welfare and Institutions Code Section 4626(e-l) sets the process for reporting conflicts of interest. The reporting process is:

1. DDS is responsible for developing a Conflict of Interest Reporting Statement (Statement.)
2. The Statement shall be completed by each RC governing board member and executive director within 30 days of

selection, appointment or election and annually thereafter. A Statement must also be completed upon any change in the status of the board member or executive director that creates a potential or present conflict of interest.

3. DDS and the appropriate RC governing board shall review the Statements of each board member and the executive director to ensure that no conflicts of interest exist; however, if a present or potential conflict of interest is identified for a board member or executive director that cannot be eliminated, the RC governing board shall submit to DDS and the Council, a copy of the Statement and a plan that proposes mitigation measures within 30 days (including timeframes and actions that the governing board or individual will take to mitigate the conflict of interest.)

The submission of this Statement and mitigation plan is not considered a request for waiver.

### **C. Conflict of Interest Criteria**

California law outlines the criteria by which DDS evaluates conflicts arising among RC board members.

Additionally, it is expected that board members will be free from conflicts of interest that could adversely influence their judgment, objectivity or loyalty to the RC, its consumers or its mission.

Pursuant to Welfare and Institutions Code section 4626(b), no member of the governing board or member of the program policy committee of a RC shall be any of the following:

2. An employee of DDS or any State or local agency that provides service to a RC consumer, if employed in a capacity which includes administrative or policymaking responsibility, or responsibility for the regulation of the RC.
3. An employee or member of the Council or area board,
4. With the exception of a consumer advisory committee member, an employee or member of the governing board of any entity from which the RC purchases consumer services.
5. Any person who has a financial interest in RC operations, except as a consumer of RC services.

Title 17 provides additional conflict of interest criteria which may or may not encompass the criteria set forth in statute. In accordance with 17 CCR 54520, the following constitute conflicts of interest for RC board members:

6. When a member of the board or their family member is: a) a director, officer, owner, partner, shareholder, trustee or employee of any business entity or provider, b) holds any position of management in any business entity or provider or, 3) has decision or policymaking authority in such an entity or provider.
7. When the advisory committee board member is an employee or member of the governing board of a provider from which the RC purchases client services and engages in the fiscal matters. If so, this member is prohibited from serving as an officer of the RC governing board and from voting on fiscal matters or issues.
8. When a governing board member is any individual described in WIC 4626.

# **UPDATED WORKPLAN**

## Administration on Intellectual /Developmental Disabilities (AIDD) 2013 Monitoring and Technical Assistance Review System (MTARS)

### Administrative Work Plan

<u>Findings</u>	<u>Tasks</u>	<u>Next Steps/Timeline</u>
It was unclear how much the Council pays for the DSA functions. No written policy around the formula for the DSA indirect rate. (Assurances 125(c)(5)(B-D) and (K-L))	RN to seek TA to clarify DSA vs General Management costs.	
There was a lack of clarity on whether there is State Financial Participation. (Assurances as above)		
The Council did not provide adequate evidence on how it developed and implemented its budget to fund programs, projects and activities. Council members expressed a strong need for more fiscal transparency and training on state versus federal fiscal policy and the Council's development/implementation process	SCDD to add to response that more detailed line item budget is being developed for 2014-15.	
The team could not determine how the budget is developed and executed and how expenditure data is calculated.		
The Council did not provide adequate evidence that it has accurate financial accounting and record keeping.		
The council could provide only limited information on the Council's fiscal policies during the on-site visit pertinent to the requirements in the DD Act	Admin/SCDD to review and revise Contract Manual RN to seek sample fiscal policies from NACDD	

<p>The state auditor's findings substantiate the immediate need for fiscal management systems. (Reference: California Department of Finance Management Letter dated August 17, 2012)</p>		
<p>The DSA need to establish processes, policies, and procedures that promote:</p> <ul style="list-style-type: none"> <li>• Accurate receipt, accounting, and disbursement of funds</li> <li>• Provision of appropriate fiscal control and fund accounting procedures necessary to assure proper disbursement of, and accounting for, funds paid</li> <li>• Access to records as the Secretary and Council may determine necessary</li> <li>• Timely development and dissemination of financial reports regarding status of expenditures, obligations, and liquidation by agency or Council and use of Federal and non-Federal share</li> </ul>	<p>RN and KK need to re-start IA/MOU negotiations.</p> <p>RN and KK need to determine whether SCDD needs an MOU with CHHS in addition to CDSS.</p>	
<p>The Council does not have a Memorandum of Understand with the DSA</p>		
<p>There was no evidence that the Council conducted a formal evaluation of the DSA at anytime</p>		
<p>Several staff positions and DSA functions appear duplicative. Several DSA functions are performed by Council staff at the center office, specifically in the area of: contracting, budgeting, fiscal and personnel</p>		

# ADDITIONAL ADMINISTRATIVE ACTIVITIES


Recommendations	Tasks	Next Steps/Timeline
Establish internal control procedures for processing and approval of contracts and invoices  There need to be signed authorization forms that document approval steps for contracts.	<ul style="list-style-type: none"> <li>Establish chain of command and process for documenting progressive review of submissions.</li> <li>Establish policy for required backup documentation when submitting invoices.</li> </ul>	
Develop a Procurement and Contract Manual that includes progressive steps, staff assignments, review and authorization forms  In lieu of Chief Deputy, assign staff to perform duties of contract manager to include monitoring compliance and performance.		
Contracts need to be reviewed for justification that work cannot be performed by state employees per GC 19130	Procurement and Contract Manual to include provision for review of prospective contracts by Planning Specialist for compliance with GC 19130. Before posting a personal services contract, Specialist shall identify any current state staff that may perform duties within the scope of requested services and advise SCDD of contract appropriateness.	
There need to be written policies and procedures that inform members and staff of their responsibilities.	This should be included in Contract Manual	
SCDD needs to develop a comprehensive manual of Personnel policies and corresponding forms.	Assess what currently exists. Compare to what other similar-sized departments utilize.	

# **FACILITATION SERVICES POLICY**





## MEMORANDUM

**DATE:** November 21, 2013  
**TO:** Roberta Newton, Interim Executive Director  
**FROM:** Stephanie L. Schiele, Labor Relations Counsel   
**SUBJECT:** *Compensation for Facilitators for Council Members*

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### ISSUES

- I. What options are available to the State Council on Developmental Disabilities to ensure qualifying council members' receive the services of a facilitator?
- II. Does the State Council on Developmental Disabilities create a joint employment relationship by exercising any of these options?

### BRIEF ANSWERS

- I. The State Council on Developmental Disabilities can reimburse council members' expense claims for services rendered by privately hired facilitators. The Council could also hire state civil service employees to serve as facilitators for the council members. Due to the availability of state civil service employees capable of performing the duties of a facilitator, it is highly unlikely that the State Council on Developmental Disabilities can contract the facilitator services to an outside employment agency.
- II. A joint relationship is not created by reimbursing the members of the State Council on Developmental Disabilities for the actual expense of a facilitator. If the Council hires state civil service employees to serve as facilitators for the council members, a direct employment relationship will exist.

### BACKGROUND

The State Council on Developmental Disabilities (Council) is established by state (Lanterman Act at Welfare and Institutions Code, section 4520 et. seq.) and federal law (Developmental Disabilities and Bill of Rights Act) to ensure that individuals with developmental disabilities and their families

Governor Edmund G. Brown, Jr. // Secretary, Government Operations Agency Marybel Batjer  
Director Julie Chapman // Chief Deputy Director Howard Schwartz  
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participate in the planning, design, and receipt of the services and supports they need, which in turn promotes increased independence, productivity, inclusion, and self-determination. (What is the State Council on Developmental Disabilities [State Council on Developmental Disabilities Disabilities] at <<http://www.scdd.ca.gov/aboutus.htm>> [as of Nov. 18, 2013].) The Council is comprised of 31 members appointed by the Governor, including individuals with disabilities, their families, federally funded partners, and state agencies. (*Ibid.*) Some of the council members may have certain limitations requiring the assistance of a facilitator to help complete their duties as a council member. A number of these facilitators may already be privately employed by the council member to assist in day-to-day living activities. While the council member attends Council meetings, and performs other duties as a council member, the facilitator continues with this assistance. These facilitators are not currently employees of the State of California. The Council requested this legal opinion to explore its available options to compensate facilitators for their work.

## **ANALYSIS**

### **I. Compensation for Facilitators for Council Members**

There are several options available to the Council to ensure qualifying council members receive the services of a facilitator. First, the Council can reimburse council members' expense claims for services rendered by the facilitators privately hired by the council members. Second, the Council could hire facilitators to assist the council members. Third, the Council could contract with an employment agency to provide facilitators to assist the council members. Prior to conducting an in-depth analysis of these options, it is necessary to determine if the Council must make these services available to its council members.

#### **a. Council's Obligation to Make the Facilitator Services Available**

The Council may be obligated to provide facilitators to assist council members perform their duties. If a council member has a disability that limits a major life activity that requires an accommodation to complete his or her job duties, the Council has a duty to accommodate the employee, if possible. (Gov. Code, § 12900 et seq.) One way to accommodate a disabled employee is to provide the employee with an interpreter or reader. (Gov. Code, § 12926, subd. (o); 2 Cal. Code. Regs., § 7293.9, subd. (a).) Thus, a reasonable accommodation can include providing work-related personal assistance to help an employee with a disability perform the job functions. Therefore, the Council has an obligation to provide assistance for council members who need assistance for work related job functions. The types of assistance can include but are not limited to: readers, scribes, interpreters, job assistants, job coaches, and drivers depending on the job duties and needs of the employee. (Gov. Code, § 12926; Accommodation and Compliance Series: Personal Assistance Services (WPAS) in the Workplace (2013) at <<http://askjan.org/media/PAS.html>>.) Therefore, it may be necessary for the Council to provide council members with facilitators to assist them in completing their job duties.

Although the Council may have an obligation to provide facilitators to assist council members in completing their job duties, this obligation does not extend to providing assistance for council

members' personal care. Generally, employers are not required to pay for nor arrange personal care-related assistance in the workplace. (Gov. Code, § 12900 et seq; Accommodation and Compliance Series: Personal Assistance Services (WPAS) in the Workplace (2013) at <<http://askjan.org/media/PAS.html>>.) However, employers are required to consider allowing employees with disabilities to bring their personal assistants into the workplace to assist the employee with their personal needs (i.e. eating, drinking, toileting, etc.). (Gov. Code, § 12900 et seq; Accommodation and Compliance Series: Personal Assistance Services (WPAS) in the Workplace (2013) at <<http://askjan.org/media/PAS.html>>.) Thus, the Council may be required to allow the council members to bring in a personal care assistant to help them with their personal (non-work related) needs.

It is likely the Council is required to provide facilitators for council members who need the facilitators to complete job related duties. As more fully discussed below, paying for the facilitators is a necessary expense for the Council. The Council may reimburse council members for the costs incurred for the services of a facilitator or directly hire state civil servants to perform these services.

#### **b. Facilitator Services are a Necessary Expense of the Council**

The costs associated with the services provided by facilitators to certain council members are an authorized expense of the Council. Welfare and Institutions Code section 4550 provides that:

The state council's operating costs shall include honoraria and actual and necessary expenses for council members, costs associated with the area boards, as described in this article, and other administrative, professional, and secretarial support services necessary to the operation of the state council.

Thus, the Council's operating costs include actual and necessary expenses for council members, which can include administrative, professional, and secretarial support service necessary to operate the council. There are no cases analyzing Welfare and Institutions Code section 4550 to determine whether payment for a facilitator is a necessary expense. However, if the council member cannot perform his or her duties without a facilitator, and the Council cannot operate without the council members, then it is likely a court would determine the services of a facilitator are a necessary expense.

#### **c. Reimbursing Council Members' Expense Claims**

One option available to the Council is to reimburse council members' expense claims for services provided during Council meetings by their privately hired facilitator. Welfare and Institutions Code section 4550 also provides that:

Each member of the state council shall receive one hundred dollars (\$100) per day for each full day of work performed directly related to council business, not to exceed 50 days in any fiscal year, and shall be reimbursed for any actual and

necessary expenses incurred in connection with the performance of their duties under this division.

If the council members are paying for the cost of these facilitators, then as discussed above, it is a necessary expense for the council members. Since the council members must be reimbursed for their actual and necessary expenses, the council members should be reimbursed for the actual cost of services provided by the facilitators. Thus, one option to compensate facilitators is to reimburse council members' expense claims for services provided during Council meetings by their privately hired facilitator.

**d. The Council Can Hire State Civil Service Employees**

As another option, the Council could hire civil service employees to work as facilitators for the council members. The Department of Human Resources is charged with maintaining employee classifications for the state. (Gov. Code, § 18502.) According to the Personnel Management Division of the Department of Human Resources, there are two Support Service Analyst classifications that could serve as facilitators for the council members. The majority of positions in both Support Service Analyst classifications are Permanent Intermittent positions. This means that individuals hired will work on an "on-call" basis for up to a maximum of 1,500 hours per year.

First, the Support Services Assistant (General) classification provides reasonable accommodation to the known physical limitations of state employees for completion of their work tasks. (Attachment A, Classification Specifications.) The typical tasks of a Support Services Assistant (General) include performing support services for the disabled, such as reading, filing, driving, setting up special equipment, and transportation of employees in their work setting. (*Ibid.*) The duties of a Support Services Assistant can include: performing reading services; serving as a messenger; transporting and accompanying staff members to places of business where services are otherwise unavailable; performing simple clerical services; and performing other job related support work. (Attachment A.)

The second classification that could serve as facilitators for the council members is the Support Services Assistant (Interpreter) classification. A Support Services Assistant (Interpreter) provides a wide range of interpreting services for Rehabilitation Counselors for the Deaf or other deaf or hard of hearing staff members. (Attachment B, Classification Specifications.) The interpreter facilitates communication between individuals with hearing impairments and hearing persons, by serving as an interpreter using American Sign Language and spoke language. The Support Services Assistant (Interpreter) classification performs interpreting services individually or in group settings, including hearings for an audience at an assembly or meeting for consumers who are not State Employees. (*Ibid.*)

The Council could hire either Support Services Assistants (General) or Support Services Assistants (Interpreter) as facilitators for the council members. Both of these positions could be permanent intermittent positions, which mean the employee can work up to 1,500 hours per year. There is no statute, regulation, or case law that requires an employer to allow an employee the choice of a

particular individual to assist them in the performance of their job duties. Thus, there is no authority to support the assertion council members must be permitted to use the services of a private facilitator hired to assist in day-to-day activities outside of the council members' duties.

**e. Contract with an Employment Agency**

The Council could also contract with an employment agency for facilitators to assist the council members. In exercising this option, the contract would have to comply with the contract requirements set forth by the Government Code. First, the contract must result in a cost savings for the state. (Gov. Code, § 19130.) Thus, in order to contract for facilitators, it must cost less than reimbursing the council members for the cost of the facilitators. If it is more cost effective to contract with an employment agency to provide facilitators for council members, then this contracting requirement is met.

Second, the contract must not cause a displacement of civil service employees. (*Ibid.*) Since the facilitators are not currently state employees, contracting for facilitators will not cause the displacement of any state employees. Thus, this contracting requirement is met.

Third, the contract must not adversely affect the State's affirmative action efforts. (*Ibid.*) Thus, the contract for facilitators must not harm the State's affirmative action efforts. As long as the contract does not harm the State's affirmative action efforts, this contracting requirement is met.

Fourth, the contract must be awarded through a publicized competitive bidding process. (*Ibid.*) The Department of General Services has set forth requirements for the bidding process for contracts, depending on the type of contract and the dollar amount of the contract. Provided the Council complies with the competitive bidding requirements for the contract with the employment agency, this contracting requirement is met.

Finally, the contract must be for services that cannot be completed by civil service employees. (*Ibid.*) As previously discussed, the Support Services Assistants (General) and the Support Services Assistants (Interpreter) are civil service classifications available to assist the council members. Because there are state employee classifications that could do the work of the facilitators, the requirements of Government Code section 19130 are not met. Therefore, it is highly likely the Council cannot contract with an employment agency to provide facilitator services for the council members.

Thus, in order to provide facilitators for council members, the Council can either reimburse the council members for the actual expense of their privately hired facilitators or hire state civil service employees to assist the council members with their job duties. The Council cannot contract with an employment agency to provide facilitators for the council members. The Council should be aware of any potential employment relationship created by exercising these options.

## **II. Employment Relationship for Facilitators for Council Members**

The Council is also concerned with whether the facilitators could be considered employees of the Council pursuant to the Fair Labor and Standards Act<sup>1</sup>. (29 U.S.C., §201 et seq.) Courts consider a number of factors in order to determine whether an employment relationship exists. Specifically, courts will consider whether the alleged employer: (1) has the power to hire and fire the employees; (2) supervises and controls the employees work schedule or employment conditions; (3) determines the rate and method of payment; and (4) maintains employment records. (*Guerrero v. Superior Court* (2013) 213 Cal.App.4th 912; *Bonnette v. California Health & Welfare Agency* (1983) 704 F2d 1465, 1470.) Whether the Council could be held liable by the facilitators depends on how the facilitator's services are obtained.

### **a. Reimbursement of Council Members' Expense Claims Should Not Create an Employment Relationship**

In order to determine if the Council would be an employer of the facilitators, courts would examine if the Council has the right to hire and fire the facilitators. (*Ibid.*) If the council members are employing the facilitators and then seeking reimbursement from the Council for the cost of the facilitators, then the council members have the power to hire and fire the facilitators. As long as the Council did not tell the council members who they could or could not hire, then the Council would not have the power to hire and fire the facilitators. Thus, it is unlikely the Council would be considered a joint employer of the facilitators under this element of the analysis.

Whether the Council determines the facilitators' working conditions will also determine whether the Council is a joint employer of the facilitators. (*Ibid.*) The council members determine their own schedules, and therefore, would determine when they need assistance from the facilitators. The council members would also supervise the facilitators and determine their job duties. The Council would not determine the facilitator's work schedules or employment conditions. Thus, it is unlikely the Council would be considered a joint employer of the facilitators under this element of the analysis.

Whether the Council determines the rate and method of payment for the facilitators will also determine if the Council is a joint employer of the facilitators. (*Ibid.*) If the council members are the ones employing the facilitators, the council members would determine the rate and method of payment for the facilitators. The Council's only involvement is to reimburse the council members for the actual cost of the facilitators. The Council has no role in determining how, or how much, the council members pay the facilitators. Since the Council would not have a role in determining the rate or method of payment, it is unlikely the Council would be considered a joint employer of the facilitators under this element of the analysis.

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<sup>1</sup> This legal opinion does not examine whether the Council would be liable for the facilitators under any other law or regulation than the Fair Labor and Standards Act. (29 U.S.C., §201 et seq.)

Finally, whether the Council maintains employment records for the facilitators will determine if the Council is a joint employer of the facilitators. (*Guerrero v. Superior Court*, *supra*, 213 Cal.App.4th 912; *Bonnette v. California Health & Welfare Agency*, *supra*, 704 F2d 1465, 1470.) If the council members are the ones employing the facilitators, the Council would not be required to maintain employment records for the facilitators. The Council would retain records of the amount it reimburses the council members for the facilitators. However, the records of the reimbursements are not employment records; they would only be records of the council members' expenses. Thus, since the Council would not maintain employment records for the facilitators, it is unlikely the Council would be considered a joint employer of the facilitators under this element of the analysis.

If the council members hire the facilitators themselves and then seek reimbursement from the Council, the Council should not be considered a joint employer of the facilitators under the Fair Labor and Standards Act.

**b. A Contract with an Employment Agency May Create an Employment Relationship**

If the Council is permitted to procure a contract with an employment agency to provide facilitators for the council members, depending on the terms of the contract, the Council could be considered a joint employer under the Fair Labor and Standards Act. (29 U.S.C., §201 et seq.) In order to determine if the Council would be a joint employer of the facilitators, courts would examine if the Council has the right to hire and fire the facilitators. (*Guerrero v. Superior Court*, *supra*, 213 Cal.App.4th 912; *Bonnette v. California Health & Welfare Agency*, *supra*, 704 F2d 1465, 1470.) If the employment agency maintains the right to hire and fire the facilitators, it is less likely the Council will be considered a joint employer of the facilitators under this element of the analysis. Any contract for these services should maintain the right to hire and fire the facilitators with the employment agency if the Council does not want to be considered a joint employer.

The extent of control the Council exercises over the facilitators' working conditions will also determine whether the Council is the facilitators' joint employer. (*Ibid.*) The more the Council supervises the facilitators, dictates the facilitators' schedule, or controls the employment conditions for the facilitators, the more likely the Council will be considered a joint employer. If the Council does not want to be a joint employer, it should give as much control over the facilitators' schedule and terms of employment to the employment agency as possible. This may not be possible, however, since the council members must exert some control over the facilitators schedule and duties. It is the council members who determine the days and hours when assistance is needed from the facilitators. Additionally, the council members will determine what duties the facilitators need to do each day. The less control the Council retains over the facilitators' terms of employment, the less likely the Council will be considered a joint employer of the facilitators under this element of the analysis. Thus, to decrease the likelihood of creating a joint employment relationship with the facilitators, the Council should relinquish as much control over the facilitators' schedules, duties, and conditions of employment to the employment agency.

Whether the Council determines the rate and method of payment for the facilitators will also determine whether the Council is a joint employer of the facilitators. (*Guerrero v. Superior Court*, *supra*, 213 Cal.App.4th 912; *Bonnette v. California Health & Welfare Agency*, *supra*, 704 F2d 1465, 1470.) If the Council gives the employment agency the right to determine the rate and method of payment for the facilitators, it is less likely the Council will be considered a joint employer. In this regard, the contract with the employment agency should contain the rate the Council would pay the employment agency for the services of the facilitators. However, the contract should also leave it to the employment agency's discretion to determine how much the employment agency is going to pay the facilitators. The contract with the employment agency would likely dictate how often the Council has to pay the employment agency. However, the contract should leave it to the employment agency's discretion to determine how often the employment agency pays the facilitators. The contract should also leave it to the employment agency's discretion to determine the method it will use to pay the facilitators. If the contract requires the Council to pay the facilitators directly, it is more likely the Council will be considered a joint employer of the facilitators. As long as the Council does not determine the rate of pay or the method of payment for the facilitators, it is likely the Council will not be considered a joint employer under this element of the analysis.

Finally, whether the Council maintains employment records for the facilitators will determine if the Council is a joint employer of the facilitators. (*Ibid.*) If the Council does not want to be considered a joint employer, it should not maintain employment records for the facilitators. The Council will probably need to track the hours each facilitator works. These records could be considered employment records. However, maintaining one type of record does not necessarily mean the Council would be considered a joint employer of the facilitators. On balance, the employment agency will be the one hiring and paying the facilitators and should be responsible for maintaining the facilitators' official employment records. If the Council wants to decrease the likelihood of creating a joint employment relationship, the contract with the employment agency should require the employment agency to maintain all of the employment records for the facilitators.

The terms of the contract will be given considerable weight in determining whether the Council is a joint employer of the facilitators. If the Council does not want to be considered a joint employer of the facilitators, the Council should give the employment agency the right to hire and fire facilitators, the right to determine the employee's schedule and employment conditions, the right to determine the amount and method of pay for the facilitators, and require the employment agency to maintain the employment records for the facilitators.

#### **c. An Employment Relationship Exists with State Civil Service Employees**

If the Council hires employees to serve as facilitators for the council members, the Council will be the employer of the facilitators under the Fair Labor and Standards Act. Here, a direct employment relationship exists with the civil service employees and the Council. The Council exercises extensive control over the employees' terms of and conditions of employment. Thus, the Council will be liable as an employer in any potential claim by the facilitators under the Fair Labor and Standards Act.



First, joint employment relationship is likely not created by reimbursing the council members for the actual expenses of the facilitators. Second, depending on the terms of the contract and the amount of control exercised by the Council, an employment relationship may exist with facilitators providing services through a contracted employment agency. Last, an employment relationship exists if the Council hires civil service employees to serve as facilitators for the council members.

### **CONCLUSION**

In order to provide facilitators for the council members, the Council can allow the council members to use the services of their privately employed facilitators. The council members can then seek reimbursement from the Council for the actual work-related expenses of the facilitators. If the council members directly employ the facilitators, the Council is likely not a joint employer of the facilitators. The Council can also hire Support Service Assistants to serve as facilitators for council members. If the Council hires the Support Service Assistants, they will be in a direct employment relationship and may be held liable for potential claims by the facilitators.

## **Attachment A**

## Support Services Assistant (General)

### California State Personnel Board Specification

- **Schematic Code:** CM70
- **Class Code:** 1432
- **Established:** 12/13/1978
- **Revised:** 11/18/1981
- **Title Changed:** 11/18/1981

### Definition

Under direct supervision, to provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified disabled applicant or State employee; perform reading services; serve as a messenger; transport and accompany staff members to places of business where services are otherwise unavailable; perform simple clerical services; and to do other related work.

### Typical Tasks

Performs support services for the disabled, such as reading, filing, driving, setting up special equipment, transportation of employees in their work setting, serving in a resource and research capacity, provide for a "comfortable" work setting (attendant care) and other job related support services as required.

### Distinguishing Characteristics

This class is distinguished from other clerical support classifications by the services to be performed. Incumbents in the class of Support Services Assistant (General) are regularly and routinely required to perform reading, driving and/or work related attendant care services for the disabled. This class is not to be used in lieu of other clerical classes which provide assistance to an applicant/employee in an office or unit. Positions in this class will typically be used on a part-time or intermittent basis.

### Knowledge and Abilities

**Knowledge of:** Concerns and special needs of persons with disabilities as related to the community and working environment.

**Ability to:** Relate well to individuals, representatives or other State agencies and communities; read and write English at a level required for successful job performance.

### Special Personal Characteristics

Neatness; willingness to follow directions; ability to read aloud and speak intelligibly. For those positions requiring driving, possession of a valid driver license will be required. Applicants who do not possess this license will be admitted to the examination but must secure the license prior to appointment.

Updated 8/3/2012

## Support Services Assistant (Interpreter)

### California State Personnel Board Specification

- **Schematic Code:** XH80
- **Class Code:** 9820
- **Established:** 12/13/1978
- **Revised:** 11/18/1981
- **Title Changed:** --

### Definition

Under direct supervision to facilitate communication between individuals with hearing impairments and hearing persons, serve as interpreter; accompany staff members to places of business where services are otherwise unavailable; and to do other duties related to assisting the communication process.

### Typical Tasks

Performs interpreting services individually or in group settings, including hearings, for an audience, at an assembly or meeting or for consumers who are not State employees; may perform other services unique to hearing impaired persons and other job related services as required.

### Distinguishing Characteristics

This class is distinguished from the class of Support Services Assistant (General) by the services to be performed. Incumbents in the class of Support Services Assistant (Interpreter) are regularly and routinely required to perform interpreting services for hearing impaired individuals using sign language and spoken language for hearing persons. Positions in this class will typically be used on a part-time or intermittent basis.

### Minimum Qualifications

Special Requirement: Proficiency in facilitating communication between hearing impaired and hearing persons individually and/or in large groups using American sign language and spoken language. and Experience: Equivalent to six months' experience providing interpreting services to hearing impaired persons. or Certificate: Possession of at least one valid certificate issued by the Registry of Interpreters for the Deaf.

### Knowledge and Abilities

Knowledge of: Methods of and proficiency in facilitating communication between hearing impaired and hearing persons by sign language and spoken language.

Ability to: Relate well to individuals, representatives or other State agencies and communities; read and write English at a level required for successful job performance.

### Special Personal Characteristics

Neatness, willingness to follow directions; sensitivity to the communication process between hearing impaired and hearing persons and the needs of the persons involved in that process; and ability to maintain confidentiality. Some positions may require driving. For those positions, possession of a valid California driver license will be required. Applicants who do not possess this license will be admitted to the examination but must secure the license prior to appointment.

Updated 6/3/2012